

In re: CertainTeed Fiber Cement Siding Litigation, MDL Docket No. 2270.

Written Statement of Objections specifying grounds or reasons for each objection.

Objections:

- The Percentage Methods used for Settlement:
 - There were different kinds of siding options and options on the sidings such as factory applied primer that add additional costs, but also add additional avenues of product failure. Our homes beveled edge siding with factory primer is disintegrating in a number of locations on the house.
 - The Method also does not take into account previous denials of warranty replacement made by owners of CertainTeed products. Owners should not have to accept a drastically lower percentage when they contacted CertainTeed previously for the very same issues this Class Action Lawsuit was began over. Simply put, fighting with CertainTeed for 10 years means CertainTeed pays less even though their product was defective much sooner than they are paying on.
 - The Method also mentions enjoyment or benefit received by using their materials. We have spent the majority of the time we have had the siding on our house watching it fall apart despite our efforts to caulk and paint the siding to keep it intact. We have even had to resort to cover sections of the house where the siding is falling off and the wood behind it is rotten due to the siding failure.
- Product failure has additional costs that CertainTeed should bear.
 - The siding has completely failed in many locations on our home. It is literally falling off in places.
 - To fix the damage their product failure has caused would require complete replacement of siding, soffit, and trim. Removal of old siding, disposal costs. Inspection of wood and wrap behind the failed siding, correcting the damage and then replacing any ruined insulation. And the various other costs associated with attaching and fitting all of these components.
 - And finally replacement of the siding and any changes it requires to switch away from FiberCement as it has been troublesome and we would not allow it back on the house.
 - No one should have to piece or patch up their home due to defective materials, we purchased the material at roughly the same time so it is only a matter of time until the rest of it fails.
 - Will additional claims be able to be made if home owners are denied 100% replacement and the rest of the siding begins to fail?
 - Patching the siding would require painting the entire home over again, incurring more cost on the home owners part for something CertainTeed should be held accountable for.
 - The siding wicking and holding moisture means that the wood behind seemingly "good" siding to the eye may be rotting. Sections of the siding on our home are spongy to the touch and very hard to show in pictures.
 - Note: All wood, insulation, house wrap, etc was new at the time siding was installed. And there is the cost of a paint job and all of the extra labor costs incurred to install the FiberCement board to CertainTeed specifications.
- CertainTeed has changed their installation instructions for their FiberCement products since we purchased it.
 - The Settlement makes no mention of this fact, and their primary warranty denial excuse was

improper installation of the siding. It is also mentioned by many people on the internet as reasons why their warranty claims were denied as well. We were told our warranty would not be approved because of improper installation and to contact the contractor, and that delamination was caused by paint failure and to contact the paint manufacturer.

- The class action lawsuit should address CertainTeed changing product installation instructions and confirm if they did or did not give bad instructions at some point only to use it as an excuse for denial later.
- False Advertising of product.
 - The siding was marketed as a 50 year warranty with no maintenance.
 - It was sold as such, and pro-rating was only mentioned once we began to have issues with the siding and wanted to invoke the warranty (which was denied more than once).
- Overall amount of settlement
 - The \$103.9 million dollar settlement amount is presented with no idea as to how many people could possibly have this defective product on their homes.
 - We find it hard to believe that as many people are posting issues on the Internet with Fiber Cement products and CertainTeed mentioned specifically that the settlement will be sufficient.
 - The settlement also does seem to be punitive in anyway to discourage CertainTeed from continuing it's practice of denying legitimate warranty claims. Along with all of the above mentioned objections we feel they should be punished for as it has become prevalent enough to require a class action lawsuit to get what currently amounts to a minor payout given that it stretches back over a decade.

Statement whether or not you will ask to appear at the Final Approval Hearing.

We will not be appearing in court.

Current address, telephone number, and email address.

Gary and Cathy Williams
7220 Brantford Road
Dayton, Ohio 45414

home: 937-898-2053 cell: 937-623-5192
email: gwilliams6@woh.rr.com

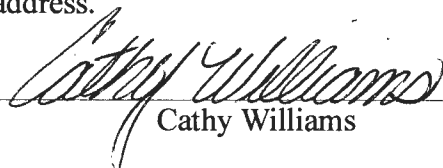
The address of the property or properties affected by the settlement.

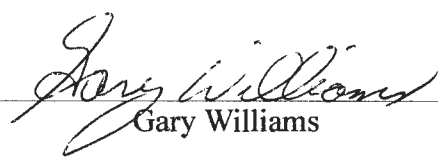
7220 Brantford Road
Dayton, Ohio 45414

The number of units of residential property or other structures at each address that you believe may contain the siding.

1 structure at the above address.

Your signature:


Cathy Williams


Gary Williams

